

SEP 26 2011

SW No. 574-11

BY MICHAEL D. PLANET  
Executive Officer and Clerk Deputy

STATE OF CALIFORNIA - COUNTY OF VENTURA  
**RETURN TO SEARCH WARRANT**

Michael Aguilar, says that he conducted a search pursuant to the  
(Name of Affiant)

below described search warrant:

Issuing Magistrate: James P. Cloninger, Dept. 27

Magistrate's Court: Superior Court, Ventura, Judicial District

Date of Issuance: August 9, 2011

Date of Service: August 9, 2011

and search the following location(s), vehicle(s), and person(s):

Location #1: First American Title Insurance Company, 2815 Townsgate Road #115, Westlake Village, California 91361.

and seized the items\*

       described in the attached and incorporated inventory.

X described below:

- Title files for Oxnard Shores property (APN#191-0-033-155), the 12-13-04 sale of vacant lots (APN #s 215-0-010-140 and 215-0-010-100); the 4-12-07 sale of vacant lots (APN #s 215-0-010-140 and 215-0-010-100), a second sale on 4-12-07 for the vacant lots (APN #s 215-0-010-140 and 215-0-010-100), and the 4-12-07 sale of vacant lots (APN #s 200-0-252-120, 200-0-252-130, and 200-0-252-020);

Location #2: Chicago Title Insurance Company, 500 East Esplanade Drive, Suite 102, Oxnard, California 93036.

and seized the items\*

       described in the attached and incorporated inventory.

X described below:

- 9-22-06, title file for property located at 3001 Sturgis Road, Oxnard, California 93030.

Location #3: Commerce Escrow Company, 1545 Wilshire Boulevard, Suite 600, Los Angeles, California 90017.

and seized the items\*

       described in the attached and incorporated inventory.

X described below:

- 1-9-07, title files for vacant property (APN#191-082-07), and a sale on 9-22-06, for property located at 3001 Sturgis Road, Oxnard California.

Location #4: Calwest Industrial Properties, LLC, 101 California Street, 26<sup>th</sup> Floor, San Francisco, California 94111.  
and seized the items\*

       described in the attached and incorporated inventory.

  X   described below:

- 9-28-05, title file for property located at 3001 Sturgis Road, Oxnard, California 93030.

Michael Aguilar  
(Signature of Affiant)

September 23, 2011

Location #1 FIRST AMERICAN TITLE INSURANCE COMPANY

WESTLAKE VILLAGE, CALIFORNIA 91361-3081

PROPERTY TO BE SEIZED

Items to be seized are for the period of June 1, 2004 to present, including the following:

Copies of all documents pertaining to FIRST AMERICAN TITLE INSURANCE COMPANY records of

1. A transaction that recorded on June 27, 2008, for a vacant parcel located between Breakers Way and Reef Way, north of Mandalay Beach Road in the City of Oxnard (APN # 191-0-033-155). The associated records are further described as First American Title number 2659498, or escrow number 07-50665-DB, but the documents requested are not limited to these two files. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.
2. A transaction that occurred near December 13, 2004, for approximately 20.97 acres of vacant land near the southeast corner of Oxnard Boulevard and Gonzales Road in the City of Oxnard (APN #s 215-0-010-140 and 215-0-010-100). The associated file is possibly described as file number VEN-87069-3, JE, CC, according to the document that contains this unknown file number. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.
3. A transaction that recorded on April 12, 2007, for approximately 20.97 acres of vacant land near the southeast corner of Oxnard Boulevard and Gonzales Road in the City of Oxnard (APN #s 215-0-010-140 and 215-0-010-100). The associated file is further described as First American Title number V WL1628187 (RP), but the documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.
4. A transaction that recorded on April 12, 2007, for approximately 20.97 acres of vacant land near the intersection of southeast corner of Oxnard Boulevard and Gonzales Road in the City of Oxnard (APN #s 215-0-010-140 and 215-0-010-100). The associated file is further described as First American Title number V WL2738615 (RP), but the documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.
5. A transaction that recorded on April 12, 2007, for three parcels of land totaling 2.12 acres located at [REDACTED] in the City of Oxnard (APN #s 200-0-252-120, 200-0-252-130, and 200-0-252-140).

020). The associated file is further described as First American Title number V WL2722440 (RP), but documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.

Documents shall include but are not limited to:

the contract to open the title or escrow order, loan application, copies of deposit earnest money, title search, title commitment, all account activity reports, all communication with the lender(s) and the parties, closing and settlement statements, copy of all disbursements, disbursement instructions, any and all financial records pertaining to the parties involved, all escrow communication, escrow instructions, statement of information form, and all contracts including the purchase contract, addendums, and memorandums.

Copies of documents are to include all sides (i.e. front and backside copies) necessary to show all information contained thereon.

The Court orders FIRST AMERICAN TITLE INSURANCE COMPANY to withhold notification to anyone as to the receipt of this warrant to produce the above-mentioned records, the production of those records, or any requests by a law enforcement agency.

UPON COMPLETION OF THIS CASE, ALL PHOTOCOPIES AND REPRODUCTIONS OF RECORDS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY PURUANT TO THIS SEARCH WARRANT WILL BE DESTROYED.

**Location #2 CHICAGO TITLE INSURANCE COMPANY**  
**500 EAST ESPLANADE DRIVE, SUITE 102**  
**OXNARD, CALIFORNIA 93036**  
**(805) 656-1300**

**PROPERTY TO BE SEIZED**

Items to be seized are for the period of **January 1, 2005 to present**, including, but not limited to, the following:

Copies of all documents pertaining to CHICAGO TITLE INSURANCE COMPANY records for

1. A transaction that recorded on September 22, 2006, for a property located 3001 Sturgis Road, Oxnard, California 93030 (APN # 216-0153-215). The associated file is further described as Chicago Title Insurance number 601022592-X49, but the documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.

Documents shall include but are not limited to:

the contract to open the title or escrow order, loan application, copies of deposit earnest money, title search, title commitment, all account activity reports, all communication with the lender(s) and the parties, closing and settlement statements, copy of all disbursements, disbursement instructions, any and all financial records pertaining to the parties involved, all escrow communication, escrow instructions, statement of information form, and all contracts including the purchase contract, addendums, and memorandums.

**Copies of documents are to include all sides (i.e. front and backside copies) necessary to show all information contained thereon.**

The Court orders CHICAGO TITLE INSURANCE COMPANY to withhold notification to anyone as to the receipt of this warrant to produce the above-mentioned records, the production of those records, or any requests by a law enforcement agency.

**UPON COMPLETION OF THIS CASE, ALL PHOTOCOPIES AND REPRODUCTIONS OF RECORDS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY PURUANT TO THIS SEARCH WARRANT WILL BE DESTROYED.**

**Location #3** **COMMERCE ESCROW COMPANY**  
**1545 WILSHIRE BOULEVARD, SUITE 600**  
**LOS ANGELES, CALIFORNIA 90017**  
**(310) 284-5700**

**PROPERTY TO BE SEIZED**

Items to be seized are for the period of **June 1, 2005 to present**, including, but not limited to, the following:

Copies of all documents pertaining to **COMMERCE ESCROW COMPANY** records for

1. A transaction that occurred on January 9, 2007, for a vacant parcel located on Whitecap Street, north of Mandalay Beach Road in the City of Oxnard (APN # 191-082-07). Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.
2. A transaction that recorded on September 22, 2006, for a property located 3001 Sturgis Road, Oxnard, California 93030 (APN # 216-0153-215). The associated purchase agreement and escrow instructions is dated December 15, 2005, but the documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.

Documents shall include but are not limited to:

the contract to open the title or escrow order, loan application, copies of deposit earnest money, title search, title commitment, all account activity reports, all communication with the lender(s) and the parties, closing and settlement statements, copy of all disbursements, disbursement instructions, any and all financial records pertaining to the parties involved, all escrow communication, escrow instructions, statement of information form, and all contracts including the purchase contract, addendums, and memorandums.

**Copies of documents are to include all sides (i.e. front and backside copies) necessary to show all information contained thereon.**

The Court orders **COMMERCE ESCROW COMPANY** to withhold notification to anyone as to the receipt of this warrant to produce the above-mentioned records, the production of those records, or any requests by a law enforcement agency.

**UPON COMPLETION OF THIS CASE, ALL PHOTOCOPIES AND REPRODUCTIONS OF RECORDS PROVIDED BY COMMERCE ESCROW COMPANY PURUANT TO THIS SEARCH WARRANT WILL BE DESTROYED.**

Location #4 CALWEST INDUSTRIAL PROPERTIES, LLC  
101 CALIFORNIA STREET, 26 FLOOR  
SAN FRANCISCO, CALIFORNIA 94111  
(415) 781-3300

**PROPERTY TO BE SEIZED**

Items to be seized are for the period of January 1, 2005 to the present, including, but not limited to, the following:

1. Copies of all documents pertaining to a transaction that recorded on September 28, 2005, for a property located 3001 Sturgis Road, Oxnard, California 93030 (APN # 216-0153-215). The associated file is further described as LandAmerica Commercial Services number 3206315-HA, but the documents requested are not limited to this file. Copies shall include the entire escrow and titles files, and any other files or records pertaining to the above property transaction.

Documents shall include but are not limited to:

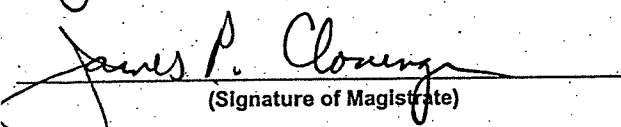
the contract to open the title or escrow order, loan application, copies of deposit earnest money, title search, title commitment, all account activity reports, all communication with the lender(s) and the parties, closing and settlement statements, copy of all disbursements, disbursement instructions, any and all financial records pertaining to the parties involved, all escrow communication, escrow instructions, statement of information form, and all contracts including the purchase contract, addendums, and memorandums.

Copies of documents are to include all sides (i.e. front and backside copies) necessary to show all information contained thereon.

The Court orders CALWEST INDUSTRIAL PROPERTIES withhold notification to anyone as to the receipt of this warrant to produce the above-mentioned records, the production of those records, or any requests by a law enforcement agency.

UPON COMPLETION OF THIS CASE, ALL PHOTOCOPIES AND REPRODUCTIONS OF RECORDS PROVIDED BY CALWEST INDUSTRIAL PROPERTIES LLC PURUANT TO THIS SEARCH WARRANT WILL BE DESTROYED.

AND TO SEIZE IT IF FOUND and bring it forthwith before me, or to this court, at the courthouse of this court. This Search Warrant and incorporated Affidavit was sworn to as true and subscribed before me this 9th day of August, 20 11, at 1645 A.M. P.M. Wherefore, I find probable cause for the issuance of this Search Warrant and do issue it.

  
(Signature of Magistrate)

Judge of the Superior Court, Ventura County Judicial District.

HOBBS SEALING APPROVED:

☒ YES

☐ NO

NIGHT SEARCH APPROVED:

☐ YES

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**DECLARATION OF MICHAEL AGUILAR**

My name is Michael Aguilar and I am currently employed as an Investigator II for the Ventura County District Attorney's Office. I have been a full time peace officer (830.1 P.C.) in the State of California for over 15 years: two years and eight months as a Deputy Sheriff for the Los Angeles County Sheriff's Department, ten years and ten months as a Senior Investigator for the Los Angeles County District Attorney's Office, and one year seven months as an investigator for the Ventura County District Attorney's Office.

My education includes a Bachelor of Science degree in Business Administration and a Master of Business Administration degree from Pepperdine University. I have received extensive training in law enforcement procedure and criminal investigations. I attended basic peace officer training at the Los Angeles Sheriff's Training Academy. I hold an Advanced Peace Officer's Standards and Training (P.O.S.T.) Certificate issued by the State of California. I have received training in advanced criminal investigations, including an eighty-hour course in investigations administered by Golden West College.

I have held numerous investigative assignments at the Los Angeles District Attorney's Bureau of Investigation including the Witness Assistance Section, Child Support Services, Central Division Criminal Investigations, Recipient Welfare Fraud, Special Operations, Real Estate Fraud, and Public Integrity Unit. I was also a California licensed real estate agent for four years. Currently, I am an investigator assigned to the Ventura County District Attorney's office Economic Crimes Unit, Real Estate Fraud section.

I have personally conducted several investigations regarding forgery, perjury, mortgage foreclosure fraud, home equity theft, identity theft, filing false documents, and various forms of grand theft. In connection with said investigations, I have previously served as an affiant in support of the issuance of search warrants for documentary and physical evidence related to said crimes.

I have participated in over fifty search warrants involving fraud and numerous criminal investigations. Based on my training and professional experience, I know that businesses and

1 financial institutions retain documentary and electronic evidence for a number of years.  
2 Therefore, I am certain that the businesses First American Title Company, CalWest Industrial  
3 Properties LLC, Chicago Title Insurance Company, and Commerce Escrow Company have in  
4 their possession documents and information requested in this search warrant.

### 5 SUMMARY OF INVESTIGATION

6 On July 14, 2011, I was assigned to review real estate transactions involving the City of  
7 Oxnard. The transactions appear to suspiciously enrich developers at the expense of the city and  
8 thus its citizens. I am investigating the allegations of Grand Theft, a violation of Penal Code  
9 section 487; Misappropriation of Public Funds, a violation of Penal Code section 424; Perjury, a  
10 violation of Penal Code 118; and Conflict of Interest, a violation of Government Code section  
11 1090. The documents requested in this warrant will provide an unbiased account of the  
12 suspicious real estate transactions described further within this declaration. All of the real estate  
13 transactions in question were negotiated in "closed" meetings, which did not allow public  
14 participation or review during the negotiations. Prior to the Oxnard City council members voting  
15 on the pre-negotiated contracts, the public was allowed to briefly comment, but information  
16 regarding the real estate transaction was limited and not easily accessible to the public again, and  
17 again the details of the contracts were predetermined and preauthorized.

18 On July 14, 2011, Senior Investigator W. Simmons, the case agent, provided me with  
19 details regarding the following property transactions:

- 20 1. The purchase of approximately 20.97 acres of vacant land near the southeast corner of  
21 Oxnard Boulevard and Gonzales Road in the City of Oxnard (APN #s 215-0-010-140 and  
22 215-0-010-100). APN is an abbreviation for assessor parcel number. The city purchased  
23 this parcel with the intent to develop it as a sports park. Hereinafter these properties  
24 collectively are referred to as "Oxnard Sport Complex."
- 25 2. The property and building located at 3001 Sturgis Road in the City of Oxnard (APN #  
26 216-0-153-215). Hereinafter this property is referred to as the "Sturgis Property."
- 27 3. A vacant parcel located on Whitecap Street, north of Mandalay Beach Road in the City of  
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Oxnard (APN # 191-082-07). Hereinafter this property is referred to as the "Whitecap Property."

4. A vacant parcel located between Breakers Way and Reef Way, north of Mandalay Beach Road in the City of Oxnard (APN # 191-0-033-155). Hereinafter this property is referred to as the "Breakers Property."

5. Three parcels of land totaling 2.12 acres located at 711 North Oxnard Boulevard in the City of Oxnard. These properties collectively are referred to as the "Colonial House."

My investigation of the above properties included searching public records from the Ventura County Recorder's Office, reviewing investigator memorandums that reference the above properties, listening to recorded city council meetings, and performing internet research. Based upon a review of information available to me, I learned the following:

#### **OXNARD SPORTS COMPLEX**

For many generations the Hartman Family has owned approximately 21 acres of vacant land near the southeast corner of Oxnard Boulevard and Gonzales Road in the City of Oxnard (APN #s 215-0-010-140 and 215-0-010-100). On December 13, 2004, a recorded Memorandum of Agreement memorialized a Purchase Agreement dated November 15, 2004, between Centex Homes and the Hartman Family. The recorded memorandum also provided third parties with notice of this Purchase Agreement. The memorandum states, "The outside closing date under the Purchase Agreement with all extensions is September 26, 2005." Based on the transaction described, it appears the purchase agreement was extended to an unknown date.

On April 12, 2007, the following four transactions were recorded:

- Termination of the above Memorandum of Agreement between Centex Homes and the Hartman Family. The termination also quitclaimed Centex Homes' interest in the approximate 20.97 acres of land to Aldersgate Investment, LLC, which is owned by Ernie Mansi.
- A grant deed transferred interest from the Hartman Family to Aldersgate Investment,

1 LLC (owner Ernie Mansi) for the approximate 20.97 acres of land.

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- 3 • A grant deed from Aldersgate Investment, LLC (Ernie Mansi) to the City of Oxnard for the approximate 20.97 acres of land.
  - 4 • A grant deed from the City of Oxnard to Aldersgate Investment, LLC (Ernie Mansi) for
  - 5 three parcels of land totaling 2.12 acres located at 711 North Oxnard Boulevard in the
  - 6 City of Oxnard, known as the "Colonial House."

7 I reviewed video of Oxnard City Council meetings recorded on March 20, 2007 and  
8 October 14, 2008. In the meetings, Mayor Thomas Holden (hereinafter referred to as "Holden")  
9 explained to the public that the city desired to purchase the vacant land (approximately 20.97  
10 acres) to build a public sports park. Holden stated sometime in the past, the city made a purchase  
11 offer to the Hartman Family Trust for the property. The Hartman Family rejected the city's  
12 purchase offer and sold an option to purchase to Centex Homes. The property is zoned "CR",  
13 which represents Community Reserved and is intended for a park. Centex Homes petitioned the  
14 City of Oxnard to rezone the property for residential development but was unsuccessful.  
15 According to Holden, Mansi purchased the property from Centex Homes and was willing to sell  
16 the acreage to the city. Holden stated the city must seize the opportunity to purchase the vacant  
17 land since now a willing seller, Mansi, desired to sell to the city. Therefore, the city quickly  
18 negotiated with Mansi and purchased the vacant land for a public sports park.

19 I reviewed the "AGREEMENT OF SALE AND EXCHANGE AND ESCROW  
20 INSTRUCTIONS," also described as "Agreement No. A-6864", dated November 28, 2006.  
21 Agreement No. A-6864 states the City of Oxnard will purchase the approximate 20.97 acres  
22 from Aldersgate Investment, LLC (Ernie Mansi) for \$10,800,000, plus title to three properties  
23 ( [REDACTED], and [REDACTED]) located at 711 North Oxnard  
24 Boulevard in the City of Oxnard, again referred to as the Colonial House. The Colonial House  
25 properties are approximately 2.12 acres in total of vacant land. Title insurance required a policy  
26 for the Colonial House properties in the amount of \$2,200,000, and an insurance policy valued at  
27 \$13,020,000 (\$10,820,000 + \$2,200,000) for the entire purchase.  
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1 LLC ( [REDACTED] ) for the approximate 20.97 acres of land.

- 2
- 3 • A grant deed from Aldersgate Investment, LLC (Ernie Mansi) to the City of Oxnard for the approximate 20.97 acres of land.
- 4
- 5 • A grant deed from the City of Oxnard to Aldersgate Investment, LLC (Ernie Mansi) for three parcels of land totaling 2.12 acres located at 711 North Oxnard Boulevard in the
- 6 City of Oxnard, known as the "Colonial House."
- 7

8 I reviewed video of Oxnard City Council meetings recorded on March 20, 2007 and

9 October 14, 2008. In the meetings, Mayor Thomas Holden (hereinafter referred to as "Holden")

10 explained to the public that the city desired to purchase the vacant land (approximately 20.97

11 acres) to build a public sports park. Holden stated sometime in the past, the city made a purchase

12 offer to the Hartman Family Trust for the property. The Hartman Family rejected the city's

13 purchase offer and sold an option to purchase to Centex Homes. The property is zoned "CR",

14 which represents Community Reserved and is intended for a park. Centex Homes petitioned the

15 City of Oxnard to rezone the property for residential development but was unsuccessful.

16 According to Holden, Mansi purchased the property from Centex Homes and was willing to sell

17 the acreage to the city. Holden stated the city must seize the opportunity to purchase the vacant

18 land since now a willing seller, Mansi, desired to sell to the city. Therefore, the city quickly

19 negotiated with Mansi and purchased the vacant land for a public sports park.

20 I reviewed the "AGREEMENT OF SALE AND EXCHANGE AND ESCROW

21 INSTRUCTIONS," also described as "Agreement No. A-6864", dated November 28, 2006.

22 Agreement No. A-6864 states the City of Oxnard will purchase the approximate 20.97 acres

23 from Aldersgate Investment, LLC (Ernie Mansi) for \$10,800,000, plus title to three properties

24 (APN #s 200-0-252-120, 200-0-252-130, and 200-0-252-020) located at 711 North Oxnard

25 Boulevard in the City of Oxnard, again referred to as the Colonial House. The Colonial House

26 properties are approximately 2.12 acres in total of vacant land. Title insurance required a policy

27 for the Colonial House properties in the amount of \$2,200,000, and an insurance policy valued at

28 \$13,020,000 (\$10,820,000 + \$2,200,000) for the entire purchase.

1 According to minutes dated March 20, 2007, the City of Oxnard financed the above  
2 purchase with the following funds: \$7,421,744 from Quimby Fees, \$234,776 for Park  
3 Acquisition and Development Fees Funds, and \$3,163,480 from the General Fund Operating  
4 Reserve. The minutes also state the following city council members approved this transaction:  
5 Councilmen Andres Herrera, Timothy Flynn, Thomas Holden, and John Zaragoza voted in favor  
6 of the above purchase. Councilman Dean Maulhardt was absent.

7 The 1975 Quimby Act (California Government Code §66477) requires that developers  
8 set aside land, donate conservation easements, or pay fees for park improvements. Revenues  
9 generated through the Quimby Act cannot be used for the operation and maintenance of park  
10 facilities. This money is typically referred to as "Quimby Fees" to acquire parkland and open  
11 space for recreational purposes.

12 During an Oxnard City Council Meeting conducted on March 20, 2007, Holden informed  
13 the public of the city's intent to acquire land for the Oxnard Sports Complex (an item listed on  
14 the agenda). Holden stated he directed the City Manager Edmund Sotelo to begin negotiating the  
15 purchase of the vacant property on March 6, 2007. The city manager also confirmed this  
16 statement at that meeting. A member of the public questioned why the Purchase Agreement, No.  
17 A-6864 is dated November 28, 2006, if negotiations began on March 6, 2007. Holden, the city  
18 manager, and the city attorney all replied it was a typo and the date of November 28, 2006, is the  
19 date of another purchase agreement they copied. Another citizen questioned Holden on why an  
20 appraisal was not ordered and used in negotiating this purchase. Holden stated the city used  
21 comparable sales data and the purchase price was a fair value.

22 Based upon my training and experience the purchase of 20.97 acres of property for the  
23 Oxnard Sport Complex is highly suspicious for the following reasons:

- 24
- 25 • An appraisal was not used to value the property in this high dollar transaction. Without  
26 an expert's opinion regarding the value of the land, the value can be manipulated by  
27 comparing recent sales of vacant land zoned for residential or commercial use to this  
28 parcel that was zoned for a park. Land zoned for commercial or residential development

1 can sell for five times more than land designated for community redevelopment. In a  
2 typical real estate transaction for land, an appraisal is obtained to determine an appraised  
3 value and then price negotiations begin.

- 4 • Although city officials contend the date on Agreement No. A-6864 was an error  
5 (November 28, 2006) the dates on the associated deeds and memorandum are not in  
6 sequential order. Below is the order of events based on the dates of the documents:

- 7 1. According to a notarized Grant Deed signed on March 26, 2007, by Ernie Mansi,  
8 manager, on behalf of Aldersgate Investment, LLC. grants the above property of  
9 approximately 20.97 acres to the City of Oxnard.
- 10 2. A notarized Grant Deed signed on March 29, 2007, by Holden, shows the City of Oxnard  
11 granted the Colonial House properties to Aldersgate Investment, LLC (Ernie Mansi).
- 12 3. On April 3, 2007, a representative from Centex Homes terminates the Memorandum of  
13 Agreement and quitclaims its interest in the vacant lot (Oxnard Sport Complex) to  
14 Aldersgate Investment, LLC (Ernie Mansi).
- 15 4. On April 5, 2007, a notarized Grant Deed transfers the vacant property from the Hartman  
16 Family to Aldersgate Investment, LLC (Ernie Mansi).

17 Based upon the above dates when the documents were signed, the City of Oxnard agreed to  
18 purchase the vacant property from Aldersgate Investment, LLC (Ernie Mansi) before Aldersgate  
19 Investment, LLC owned the property. The available information shows not only did Aldersgate  
20 Investment, LLC not yet own the property, the City began its purchase negotiation on or before  
21 March 6, 2007, with Aldersgate Investment, LLC (Ernie Mansi) when Aldersgate or Mansi were  
22 not the owners.

23 On March 29, 2007, the City of Oxnard executed a grant deed to Aldersgate Investment,  
24 LLC (Ernie Mansi) the Colonial House properties even though Aldersgate Investment, LLC  
25 (Ernie Mansi) did not yet own the vacant land the city agreed to purchase. On April 3, 2007,  
26 Centex Homes assigned its option contract to purchase the vacant property from the Hartman  
27 Trust to Aldersgate Investment, LLC (Ernie Mansi). On April 5, 2007, the Hartman Family  
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1 Trust executed a grant deed conveying title of the vacant property to Aldersgate Investment,  
2 LLC (Ernie Mansi). Since, Aldersgate Investment, LLC (Ernie Mansi) neither owned the land  
3 until April 5, 2007, nor received the option to purchase the property from Centex Homes until  
4 April 3, 2007, it is suspicious that the City of Oxnard negotiated and agreed to a sales  
5 transaction with Aldersgate Investment, LLC (Ernie Mansi) who was not yet the owner of  
6 record. Based upon the above, I believe this sale transaction was predetermined at a much  
7 earlier date and the sequence of events pertaining to the sale did not occur as described to the  
8 public.

9 On October 14, 2008, at an Oxnard City Council Meeting, City Councilman member Tim  
10 Flynn (hereinafter referred to as "Flynn") questioned the purchase price of the vacant land and  
11 informed the other council members and the public that he spoke to the attorney for the Hartman  
12 Trust. Flynn said the attorney for the Hartman Trust said had the city allowed the purchase  
13 option contract with Centex Homes expire, the Hartman Trust would have sold the vacant land to  
14 the city for \$5,000,000. However, Flynn said the Attorney told him Ernie Mansi paid the  
15 Hartman Trust \$4,400,000 for the property.

16 On August 18, 2010, District Attorney Investigator Lori Erickson interviewed Flynn.  
17 According to Flynn, initially Holden adamantly supported residential development on the vacant  
18 lot. However, the lot was not zoned for residential development and efforts to rezone the parcel  
19 failed. Approximately a year after Flynn was elected to office, he proposed to the council that  
20 they purchase the vacant land for \$4,000,000, which was based upon his research as a fair  
21 market value. Holden replied, the city did not have enough money to purchase the property and  
22 the price of \$4,000,000 was outrageous. Later, Flynn stated Holden changed his position after  
23 Ernie Mansi offered to sell the city the vacant property and now the city could not refuse the  
24 offer at a much greater price of \$13,000,000. According to Flynn, Holden was frantically  
25 endorsing the purchase transaction from Mansi and exerted pressure on the city manager and the  
26 city planning department. Flynn did not oppose the purchase since he desired the land to be  
27 used as a park and voted for the project. After the sale occurred, Flynn learned the city paid  
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1 Aldersgate Investment \$13,000,000 that consisted of \$10,800,000 cash plus property valued at  
2 over \$2,200,000. Flynn performed his own research and discovered Aldersgate paid the  
3 Hartman Family \$4,400,000 for the property, and Aldersgate received \$6,400,000 cash and  
4 \$2,200,000 of property. After this discovery, Flynn believed he had been deceived into to  
5 approving this purchase and now believes the transaction was a "pay to play" scheme. Flynn  
6 told District Attorney Investigator Erickson that he believes the city paid Mansi an inflated  
7 profit to pay off developers for the \$7,000,000 restoration of the Oxnard Boy and Girls Club. In  
8 ordered to obtain public records related to the purchase of the vacant land, Flynn had to take  
9 legal action against the city manager for not responding to his requests.

10 At an Oxnard City Council meeting on October 14, 2008, Mitchell Khan, a self-described  
11 representative of Aldersgate Investment, LLC stated Centex Homes owned an option to purchase  
12 the vacant property from the Hartman Trust but after it was determined that the property could  
13 not be developed due to zoning ordinances, Centex Homes sold the option to their (Centex  
14 Homes) "partner" Aldersgate Investment, LLC. Based upon Mr. Khan's statement it is implied  
15 that Ernie Mansi, the manager of Aldersgate Investment, LLC was a partner with Centex Homes.  
16 Khan further described the sale transaction and stated Ernie Mansi negotiated with the city a  
17 sales price for the vacant land based on a positive city report that endorsed residential  
18 development. However, I have learned a city report has no affect on zoning regulation and  
19 Centex Homes was denied the opportunity to build residential homes on the property, yet Ernie  
20 Mansi negotiated a value of the vacant land with the city for his lost "opportunity cost" of  
21 development.

22 Based upon my experience with real estate and investigations, I view the above  
23 transaction to be more than a guaranteed generous opportunity with zero risk for the developers,  
24 I believe it was a gift of public funds and properties. Centex Homes purchased a contract option  
25 at a fraction of the cost to purchase or finance the entire sale price of the property knowing of the  
26 pre-existing zoning restrictions (community reserve, not residential or commercial). In addition  
27 to this minor investment in purchasing the option, Mitchell Khan claims Centex Homes spent  
28

1 two million dollars in its efforts to develop the land. However, without proof, I find that figure  
2 highly questionable since the vacant lot remains unimproved. I realize predevelopment costs  
3 exist, but \$2,000,000 is high considering the vacant lot remains dirt. Since Centex Homes could  
4 not develop the property they sold the option to their partner Ernie Mansi, Aldersgate  
5 Investment, LLC, but no public record of this transaction is available for review. Holden as the  
6 representative for the City of Oxnard purchased the vacant land by signing an agreement on  
7 March 29, 2007, from Ernie Mansi with cash and an exchange of public properties although  
8 Mansi did not own the option until April 3, 2007. I find this highly suspicious, because in a  
9 typical real estate transaction a purchaser negotiates with the owner or the owner's  
10 representative, and with government contacts ownership typically has to be pre-established  
11 before negotiations commence. The city entered into purchase negotiations with Mansi as early  
12 as March 6, 2007, but Centex Homes did not assign its interest to Mansi until April 3, 2007. This  
13 suggests some informal purchase arrangement existed between Mansi and Centex Homes that  
14 was not available for public review or Mansi simply negotiated the sale of the land on behalf of  
15 Centex Homes.

16 By obtaining the escrow and title files for this transaction, it will show when the  
17 associated files were created and possibly contain documents showing the true commencement  
18 of this purchase transaction. The escrow and title files will also itemize the disbursements of  
19 funds and may provided details on the relationship among Ernie Mansi and Centex Homes. As it  
20 stands now, the City of Oxnard spent \$13,000,000 on a purchase where \$4,400,000 went to the  
21 former landowners and Mansi and/or Centex Homes profited \$8,600,000. What makes the  
22 transaction further questionable is that the City of Oxnard had other options to exercise before  
23 entering into this agreement, such as direct negotiations with Hartman Trust or eminent domain.  
24 At the time the Oxnard City Council and city employees involved in this purchase had  
25 significant real estate experience, including a councilman and a department head who were real  
26 estate brokers.

27 On January 28, 1993, a portion of the subject property was ordered through  
28

1 condemnation to the Oxnard Union High District. The city could have exercised its right to use  
2 eminent domain and per Government Code section 7267, an appraisal would have been required  
3 to ensure the purchase price was a fair value. The city could have waited until the option  
4 contract that Centex Homes and Ernie Mansi owned expired and then negotiated directly with  
5 the Hartman Trust who would have entertained a sale price of \$5,000,000. However, Holden  
6 and Mitchell Khan stated Ernie Mansi would have exercised his option and purchased the  
7 property from the Hartman Trust. However, there is no proof that Mansi had the funds  
8 (\$4,400,000) to purchase the property. In addition, obtaining commercial financing on vacant  
9 land is difficult. If Mansi did have the funds and purchased the vacant property, time is on the  
10 city's side since today, four years later, the property remains vacant. In that time, Mansi would  
11 have had to pay annual property taxes in the approximate amount of \$44,000 a year and any  
12 additional costs associated with maintaining approximate 21 acres. The costs over four year  
13 would have exceeded \$175,000. I believe these high costs would have motivated Mansi to enter  
14 into a fair purchase agreement with the city for a reasonable price. If not, the city could have  
15 also exercised eminent domain to purchase the property from Mansi.

16 Again, the city purchased the above property with 68.72 % of Quimby Fees (\$7,421,744),  
17 2.17% of Park Acquisition and Development Fees Funds (\$234,776), and 29.24% from the  
18 General Fund Operating Reserve (\$3,163,480) according to minutes dated March 20, 2007. As  
19 previously stated Quimby Fees are paid by developers. Since the City of Oxnard used Quimby  
20 Fees to finance 68.72% of this purchase, it can be argued that the developers Ernie Mansi and  
21 Centex Homes received a refund of the Quimby fees they previously paid on other developments  
22 within Oxnard and the city spent only \$3,163,480 from its general fund, which coincidentally is  
23 closer to a fair market value for the property. I believe based upon this investigation a fair value  
24 for this property was \$5,000,000, and the money paid above this value by the City of Oxnard is a  
25 gift. Since the purchase price was \$13,020,000, I believe \$8,020,000 was a gift of public money  
26 to developers.  
27  
28

I reviewed the following documents from the Ventura County Recorder's Office relating to the subject sale transaction and learned the following information regarding the associated escrow and/or title companies:

<i>Document</i>	<i>Company who performed escrow and/or title service</i>
Memorandum of Agreement, recorded 12-13-04	First American Title Company, possible file number [REDACTED]
Grant deed from the Hartman Trust to Aldersgate Investment LLC, dated 4-5-07	First America Title Company File # [REDACTED] 2829 Townsgate Road Suite 103 Westlake Village, CA 91361
Grant deed from Aldersgate Investment to the City of Oxnard, dated 3-26-07	First America Title Company File # [REDACTED]
Grant deed from the City of Oxnard to Aldersgate Investment, LLC, dated March 29, 2007	First America Title Company File # [REDACTED]

Based upon my training, experience, and the above facts obtained thus far, I believe the City of Oxnard paid Ernie Mansi, the manager of Aldersgate Investment LLC. \$10,820,000, who then gave Centex Homes more than \$2,000,000, a violation of Penal Code sections 487, Grand Theft, and 424, Misappropriation of Public Funds. I believe that searching the locations described in this warrant and gathering items listed under "Property to be seized" will produce evidence to support the violation of Penal Code sections 487 and 424.

### **STURGIS PROPERTY**

The Sturgis Property is located at 3001 Sturgis Road in the City of Oxnard and is presently the Police Annex Facility for the City of Oxnard. This 2005-2006 property transaction may involve a conflict of interest, a violation of Government Code section 1090. Escrow and title files are sought by this warrant to determine the extent of the above violation. Holden and Herrera were council members during this time.

In late 2005, the City of Oxnard was shopping to purchase property for a police annex. The city found a property and opened escrow for a building located on Statham Boulevard in

Oxnard. The purchase allegedly fell out of escrow because the building's roof needed extensive repair and was cost prohibitive. The city continued its real estate search and immediately entered into a purchase agreement with developer Bernie Huberman (hereinafter referred to as "Huberman") for the Sturgis Property for \$6,274,320. Huberman, dba: Foxborough Park Inc., recently acquired the property himself on September 28, 2005. Assistant Oxnard City Police Chief Chuck Hookstra (hereinafter referred to as "Hookstra") was tasked with locating a property for the police annex and was interviewed by this office on September 21, 2010. Hookstra confirmed the above and stated while working on the project he realized Huberman and Holden were close friends and Holden personally involved himself with the construction of the building.

Hookstra found it odd that Holden would have any involvement in the "build out" phase of the police annex. Hookstra learned that Holden vacationed at Huberman's estate in Cabo San Lucas in Mexico. Holden was the officiant at Huberman's wedding in Cabo San Lucas on another occasion. Holden also took flights on Huberman's private jet and was treated to many unreported meals. This office obtained evidence through the service of search warrants that also supports the above gifts.

On September 28, 2005, Huberman purchased the Sturgis Property. Huberman remodeled the building to the city's specifications and on September 22, 2006, sold the property to the City of Oxnard. Based upon the "Seller's Closing Statement," a Commerce Escrow Company document dated September 22, 2006, which was obtained by a previous search warrant conduct at Huberman's office, I learned that the seller (Huberman) received \$3,033,038.06 in total proceeds. I also reviewed grant deeds for the above property transactions obtained from the Ventura County Recorder's Office and learned the following:

<i>Document</i>	<i>Company who performed escrow and/or title service</i>
Grant deed from Calwest Industrial Properties to Foxborough Park Inc. (Huberman), dated 9-28-05	LandAmerica Commercial Services [REDACTED]
Grant deed from Foxborough Park Inc. (Huberman) to the City of Oxnard, dated 9-22-06	Chicago Title Insurance Company [REDACTED]

1 I reviewed the purchase agreement and escrow instructions, dated December 15, 2005, for the  
2 sale Sturgis Property to the City of Oxnard, which was obtained by the service of a previous  
3 search warrant conduct by this office, and discovered Commerce Escrow Company was the  
4 "Escrow Holder" in this transaction.

5 Based upon my training, experience, and the above facts obtained thus far, I believe  
6 Holden provided preferential treatment to Huberman by providing him lucrative construction  
7 contracts for the generous unreported gifts Holden received from Huberman, a violating  
8 Government Code section 1090, Conflict of Interest. I believe that searching the locations  
9 described in this warrant and gathering items listed under "Property to be seized" will produce  
10 evidence to support the violation of Government Code sections 1090. In addition, I believe the  
11 multimillion dollar real estate deals between Huberman and the City of Oxnard demonstrate  
12 Huberman's motive in giving expensive gifts to council members and their motive to conceal the  
13 gifts by failing to disclose them on their Form 700s. According to minutes dated December 20,  
14 2005, the Oxnard City Council unanimously voted to approve the multi-million dollar purchase  
15 of the Sturgis Property. The City Council members were: Thomas Holden, Andres Herrera,  
16 Dean Maulhardt, John Zaragoza, and Timothy Flynn were council members during this period.

#### 18 OXNARD SHORES - WHITECAP AND BREAKERS PROPERTIES

19 The Oxnard Shores transaction consisted of two properties known as the Whitecap and  
20 Breakers properties. The Whitecap Property is a vacant parcel located on Whitecap Street, north  
21 of Mandalay Beach Road in the City of Oxnard. The Breakers Property is a vacant parcel  
22 located between Breakers Way and Reef Way, north of Mandalay Beach Road in the City of  
23 Oxnard. Both of these transactions may involve a conflict of interest, a violation of Government  
24 Code section 1090. Escrow and title files are sought by this warrant to determine the extent of  
25 the above violation. Holden was an Oxnard City Council Member during this time.

26 In late 2007, the City of Oxnard owned two vacant parcels near the beach that consisted  
27 of 25 lots. The city decided to sell the properties and entertained bids from interested parties.  
28

1 This transaction was referred to as Oxnard Shores. Huberman placed a bid and was awarded the  
2 agreement to purchase the two parcels from the city on January 9, 2007. After speaking with  
3 fellow investigators, I learned that Huberman was not the highest bidder but was awarded the  
4 purchase offer since the city determined Huberman's bid was the best "overall." The city  
5 evaluates each bid on a number of factors, not just price alone. Based upon a purchase  
6 agreement and subsequent amendments, I discovered Huberman agreed to pay the city  
7 \$7,240,000, for the Whitecap Property, and \$5,844,000 for the Breakers Property. According to  
8 Oxnard City Council minutes dated January 9, 2007, the following city council members  
9 (unanimously) approved this transaction: Andres Herrera, Timothy Flynn, Thomas Holden, Dean  
10 Maulhardt and John Zaragoza.

11 One of the many sale contingencies for the Whitecap Property stated the City of Oxnard  
12 must obtain approval to build from the California Coastal Commission, which was never  
13 received. Huberman did not develop the Whitecap property and the city remains the owner. On  
14 June 27, 2008, Breakers 12 LLC, owned by Huberman, purchased the Breakers Property.  
15 Huberman developed three of the lots by building a home on each, and the remaining nine lots  
16 are vacant until buyers are secured. Therefore, the Oxnard Shores transaction severed into two  
17 transactions, where the Whitecap Property was not developed and the Breakers Property was  
18 developed.

19 I reviewed the purchase agreements for the Whitecap and Breakers Properties and found  
20 them to be beneficial to Huberman, with minimal risk. The contracts state Huberman will pay  
21 variable purchase prices for the properties that are dependant on the number of houses Huberman  
22 can build on each parcel. If Huberman is unable to build any houses on the properties due to a  
23 down turn in the economy or building restrictions, Huberman has the option to void the contract.  
24 Based upon the information I reviewed so far, I believe these contracts appear overly favorable  
25 to Huberman at the cost to the City of Oxnard. Considering other interested buyers bid on these  
26 properties, a more favorable contract for selling land owned by the City of Oxnard was an  
27 option.  
28

1 In a City of Oxnard memorandum dated April 30, 2008, Michael More, the Financial  
2 Services Manager, summarized the Fourth Amendment to the Oxnard Shores Property  
3 Agreement pertaining to the Breakers Property and stated the city reduced the sale price to  
4 Elevar Seven LLC (Huberman) from \$5,844,000 to \$3,900,000. According to the memo, the  
5 reduction was due to "changed economic conditions." I believe Huberman's generous gifts to  
6 Holden, previously described in this declaration, influence Holden, as a city council member, to  
7 grant Huberman preference in purchasing public properties. Since the Whitecap Property is  
8 undeveloped, without the escrow and title files it is unknown if Huberman paid any money to the  
9 City of Oxnard. Since Huberman built three homes on the Breakers Property, I am unaware of  
10 the amount, if any, the City of Oxnard has received from Huberman or his companies for this  
11 property. A review of the escrow and title files to the above property transactions will provide  
12 the necessary information to me to determine the extent of the conflict of interest. I reviewed  
13 grant deeds for the above property transactions and learned the following:

<i>Document</i>	<i>Company who performed escrow and/or title service</i>
An agreement of purchase and sale from the City of Oxnard to Elevar Seven (Huberman), dated 1-9-07	Commerce Escrow Company 1545 Wilshire Blvd., Los Angeles
Grant deed from the City of Oxnard (Huberman) to Breakers 12 LLC, dated 6-27-08	First American Title Company [REDACTED]

19 Based upon my training, experience, and the above facts obtained thus far, I believe Holden  
20 provided preferential treatment to Huberman by giving him lucrative purchase agreements for  
21 public property in exchange for generous unreported gifts, a violation of Government Code  
22 section 1090, Conflict of Interest. I believe that searching the locations described in this warrant  
23 and gathering items listed under "Property to be seized" will produce evidence to support the  
24 violation of Government Code sections 1090. I also believe the evidence sought will corroborate  
25 Holden's motives and reasons to not report gifts.  
26  
27  
28



1 UNREPORTED GIFTS

2  
3 THOMAS HOLDEN

4 I have reviewed documents obtained from U.S. Immigration and Customs Enforcement  
5 (ICE) pertaining to international travel involving Mayor Thomas Holden. According to the  
6 records, Holden re-entered the United States on June 21, 2007, having flown from Cabo San  
7 Lucas, Mexico, on a private aircraft owned by Huberman or a Huberman-owned business  
8 entity. Huberman is identified in the ICE records as having been present on the plane with  
9 Holden.

10 In November of 2010, DA Investigators Wayne Simmons and Lori Erickson  
11 interviewed Gene Thomas, who told them he is a pilot who has been employed full-time by  
12 Huberman for the past 10 years. Thomas said that Huberman has business holdings in Mexico,  
13 which he believed involved a real estate development. Thomas said over the years he flew  
14 Huberman to Cabo San Lucas, Mexico as often as monthly, though more recently it has been  
15 once every four to five months. Thomas stays either at a hotel or in various homes owned by  
16 Huberman in Cabo San Lucas, Mexico. Thomas confirmed having flown Holden and Holden's  
17 wife to Cabo San Lucas, Mexico aboard Huberman's plane in either 2006 or 2007, though he  
18 was uncertain of the dates. Thomas confirmed that Huberman accompanied Holden in the  
19 plane. Thomas stated that Holden stayed at Huberman's home in Cabo San Lucas during the  
20 trip.

21 During an interview in September 2010, Thomas told FBI Special Agent Ted Oehninger  
22 that he has never accepted payment from a passenger for any flight. The pilot that he is  
23 prohibited from accepting any such payment from a passenger by FAA rules, because then he  
24 would be considered a charter pilot/airplane, which has different rules and restrictions that  
25 would apply.

26 Minutes of the Oxnard City Council reveal that in January of 2007, Holden and the  
27 Oxnard City Council unanimously voted to approve the \$13,000,000 sale of the Oxnard Shores  
28 properties to a Huberman-owned business entity. Minutes of the Oxnard City Council reveal

1 that in September of 2007 the City Council approved an Amendment to the Purchase  
2 Agreement pertaining to the Whitecap portion of the Oxnard Shores sale. Minutes of the  
3 Oxnard City Council also reveal that in May of 2008, the City Council approved an  
4 Amendment to the Purchase Agreement pertaining to the Reef Way portion of the Oxnard  
5 Shores sale, reducing Huberman's purchase price by approximately \$1.9 million.

6 I have reviewed the Form 700 filed by Holden pertaining to calendar year 2007, which  
7 was obtained from the Oxnard City Clerk. I am aware that under the Political Reform Act,  
8 Holden was legally obligated to declare aggregate gifts exceeding \$50 in value from any single  
9 source. The Form 700 declares no gifts received during calendar year 2007 and is signed under  
10 penalty of perjury. I believe that the records of the Oxnard Shores transactions will reveal  
11 Huberman's motive in giving a gift of air travel to a sitting mayor, as well as Holden's motive  
12 in failing to disclose the gift from someone doing millions of dollars of business with the City.

13 On August 19, 2010, Investigator Erickson interviewed Mayor Tom Holden at the  
14 Bureau of Investigation Headquarters in Ventura. Present was Federal Bureau of Investigation  
15 Agent Ted Oehninger. Investigator Erickson informed Holden that this was a non-custodial  
16 interview and that he was free to leave at any time. Holden told Erickson he was glad to be  
17 here and he was willing to provide any information, which was consistent with the letter he sent  
18 to the District Attorney. Holden summarized his letter as stating "the city" was available and  
19 partners in this investigation.

20 Holden explained that as Mayor he was an elected official who held only 1 vote on the  
21 council, and he had appointing power on committees. He advised Erickson that he sat on the  
22 Graffiti Task Force, and the Utilities Task Force. Holden was also a self-employed Optometrist  
23 who practiced with his wife (Lisa Knapp) and another partner (Steven Langsford) at 1545 West  
24 5<sup>th</sup> Street in Oxnard for the past twenty-three (23) years.

25 Erickson inquired about the Utilities Task Force Committee. Holden explained that he  
26 and Councilman Maulhardt were the two Council representatives on the task force as well as  
27 several City Staff which was open to the public. He estimated there were about 25 people on  
28 the committee. Holden stated the task force was currently under negotiations with BLT

1 Enterprises, Inc. for the Materials Recycling Facility (hereinafter referred to MRF). The  
2 owners of BLT Enterprises, Inc. are Bernie Huberman and Dan Rosenthal. Holden described  
3 Huberman as being a friend he has known for the past 17 years. He described Huberman as  
4 being a "straight shooter, honest, good for the community" type of person. Holden also stated  
5 that he and Huberman have sons the same age, and they have gone together to basketball games  
6 and had social barbeques. He estimated their families socialized together about 3 to 4 times per  
7 year.

8 Holden stated he officiated Huberman's wedding in Cabo San Lucas about a year to a  
9 year and one half years ago. Holden commented he had taken his wife to the wedding, but they  
10 had purchased their own airfare and stayed at a hotel. Holden did not accept a fee of \$50 from  
11 Huberman to officiate his wedding. This was the first time Holden had been to Cabo San Lucas  
12 with Huberman. The only other time Holden recalled vacationing in Cabo San Lucas was with  
13 a group of optometrist colleagues prior to Huberman's wedding. He stated Huberman owned a  
14 home in Cabo San Lucas, but he had not stayed at Huberman's residence. According to  
15 Holden, Huberman was a very generous person who would donate several vacation trips to stay  
16 at his residence in Cabo San Lucas for charity events. Approximately 2 years ago, Holden  
17 recalled bidding \$3000 and purchasing a trip to Huberman's residence for him and his wife  
18 during a community fundraiser event. Holden believed the auction was held at the Chamber of  
19 Commerce. Holden admitted that was around the time Huberman entered into negotiations  
20 with the City of Oxnard for the MRF contract, so he never used his vacation tickets to Cabo  
21 San Lucas.

22 Erickson confirmed with Holden that he had only been to Cabo San Lucas on two  
23 occasions; once when he went with his optometrist colleagues and on another occasion to  
24 officiate Huberman's wedding, but he had never stayed at Huberman's home, and Holden  
25 agreed.

26 Holden recalled being flown to Sacramento in Huberman's private plane in 1997 or  
27 1998 to view Huberman's MRF facility. He was unable to recall if the facility was new or if  
28 Huberman wanted to show Council members some new technology at that MRF facility.

1 Holden stated the Council members paid Huberman for the flight. He recalled the City  
2 Manager, Ed Sotelo paid Huberman the equivalent to the cost of a commercial flight, but he  
3 was unable to recall the dollar amount.

4 Holden was vague and seemed confused at times when questioned about Huberman's  
5 private jet. Holden denied ever flying in Huberman's jet, but stated he had only flown in a  
6 smaller plane to Sacramento several years ago. Holden said if anyone else told them he had  
7 been on Huberman's jet that would be inaccurate. Erickson suggested that it would stand out in  
8 a person's mind if they flew in a private jet. Holden agreed, but denied he had ever flown in  
9 Huberman's jet. Holden denied ever flying to any other locations other than Sacramento in  
10 Huberman's plane.

11 Erickson inquired about their current business negotiations. Holden stated that Oxnard  
12 City staff and BLT Enterprises, Inc. were currently under negotiations for the MRF contract in  
13 2012. BLT Enterprises, Inc. was selected about 2-3 months ago.

14 Erickson inquired if the city conducted any other business with Huberman or BLT  
15 Enterprises, Inc. Holden revealed Huberman built out a building for the Oxnard Police  
16 Department Annex. Holden explained that the police department was in need of expanding  
17 their office space, and then Assistant Chief Chuck Hookstra worked with Huberman to locate a  
18 facility. Holden recalled the building was a "shell" when Huberman conducted improvements  
19 prior to selling the building to the City of Oxnard. Holden stated the Council considered about  
20 3 other buildings, but Huberman's building was the most cost effective and he described it as "a  
21 great deal."

22 Huberman also purchased residential lots from Oxnard Shores a couple of years ago.  
23 Holden stated the lots had gone out to bid and the best offer came from Huberman's company.  
24 Erickson inquired if he was referring to BLT Enterprises, Inc., but he stated Huberman owned  
25 other companies, and he believed the name of Huberman's company was Elevar.

26 Erickson asked if Holden felt given his relationship with Huberman, if he thought there  
27 were any conflict of interest issues with the City of Oxnard doing business with Huberman.  
28 Holden felt that a friendship/relationship was contradictory to any conflict. He offered he was

1 able to separate the friendships and relationships. He again offered that when dealing with  
2 Huberman, he knew he was dealing with someone "straightforward and honest".

3 Holden seem confused with the Form 700 gift reporting requirements. Holden stated he  
4 would cover the costs if the amount was over \$50. When asked about the accumulation of \$50  
5 gifts, Holden stated the total amount did not come close to accumulating \$420. He did not feel  
6 he was in violation of failing to disclose gifts on his Statement of Economic Form 700.

7 Holden was asked about City of Oxnard sponsored travel. He stated he did not have a  
8 City credit card nor had he ever made purchases using a City credit card. Holden stated he  
9 traveled with an Oxnard City Staff member, and a staff member would pay for his meal  
10 purchases. He did not identify a specific person, stating it would be a different person  
11 depending upon the staff member that participated in that particular travel.

12 Holden was asked if he recalled attending the 2005 California League of Cities  
13 Conference in San Francisco. Holden had a vague recollection. Holden assured Erickson that  
14 he would "never" be in a position where he would have a vendor pay for his meal. Holden was  
15 vague and he was not sure if De La Rosa and Company hosted that event nor was he able to  
16 recall if John Kim, a representative of De La Rosa was present.

17 Erickson inquired if he ever used his personal credit card to pay for a meal while he was  
18 traveling on a City business trip. He told Erickson he would not use his personal credit card  
19 and that usually a Staff member was present to pay for his meals. Holden admitted he did not  
20 know the City's policy on credit card use. He was unaware of a dollar amount (per diem) for  
21 each meal while traveling. He offered that one must use common sense when charging a meal  
22 on the credit card, but offered no dollar amount. Holden was unable to offer what a "common  
23 sense" amount would be for each meal. Holden commented that he was compensated \$1200 a  
24 month for his services as the Mayor of Oxnard. He felt that when he conducted City business,  
25 the City was obligated to pay for his travel expenses.

26 Holden also recalled attending City sponsored business trip to Washington, D.C. in  
27 which he took his entire family. He explained that the City had purchased his airfare and he  
28 had purchased tickets for his wife and children on his personal credit card. He recalled during

1 that trip he did not socialize with other City Staff as he was with his family. He believed during  
2 that trip he used his own personal credit card for expenses. As a side note, Holden recalled that  
3 when they checked in to their hotel (he believed it was a Starwood chain), they were upgraded  
4 to a suite which impressed his children.

5 Holden stated he was the chairman on the board of Economic Development  
6 Corporation. For the past 2 years he had been invited to participate in a panel discussion. He  
7 recalled sometime in November 2008 or 2009; he attended the conference in Houston, Texas,  
8 with Steve Kinney, Director of EDCO. He recalled golfing in freezing cold weather, but he  
9 could not recall the name of the golf course. Holden assured Erickson he had paid for his golf  
10 fee and Kinney had paid for his golf fee. Holden also stated that Kinney used the EDCO credit  
11 card to pay for the meals because he described EDCO as being a City entity. He recalled that  
12 during one of the dinners, Kinney paid for the dinner, but he used his personal credit card to  
13 pay for a bottle of wine.

14 On August 24, 2010, Erickson met and interviewed Tom Holden at the Bureau of  
15 Investigation Headquarters in Ventura at his request. Present during the interview was FBI  
16 Agent Ted Oehninger. Holden had called after the first meeting to inform Erickson that he  
17 would like to meet again to discuss a few issues. Holden told Erickson his wife is also an  
18 optometrist and they have a practice together. Holden stated they provided "professional  
19 courtesy" which he described as offering discounts to other doctors and their families. Holden  
20 admitted they would in turn receive "thank yous" in the form of dinners, a nice bottle of wine,  
21 or sporting tickets. Holden stated he was told *"a gift is anything that the donor doesn't receive  
22 equal or greater consideration, and it was in my private practice and if, so I didn't have to  
23 declare this. So I never have."* Holden stated that when Erickson asked about gifts in their  
24 previous interview, he was only limiting it to "city related" business.

25 Holden recalled that Erickson previously asked him if he had ever received sporting  
26 event tickets. He told Erickson he focused on limousines, and companies related to the city and  
27 as a result, he told Erickson he had not accepted those types of gifts. He now recalled that one  
28 patient had given him tickets to the Laker's game. Holden stated the patient was not related to

1 any City dealings, so he did not relate that gift as a "city gift". Holden expressed his concern  
2 that he had answered "No" when in fact the answer was really "Yes". He also admitted that he  
3 had received gifts from patients for over \$50 and he wanted to clear up his previous statement  
4 on gifts to give a more accurate statement.

5 Holden mentioned that when they previously talked about Huberman and Erickson  
6 asked if he had been to Cabo San Lucas or had ever flown on Huberman's plane, he stated, "I  
7 was really trying to rack my mind". Holden now recalled that in 2002 he had just finished his  
8 term with the City Council and his mother had just passed away. His wife reminded him that  
9 sometime after he left the Council, he went to Cabo San Lucas with Huberman. His mother's  
10 death was very traumatic and he did not recall a lot of information from that period. He was  
11 unsure if during that trip he stayed at Huberman's home in Cabo San Lucas or not. He recalled  
12 he was not on the City Council at the time and Huberman may have invited him to visit, but he  
13 was unsure if he stayed at Huberman's residence. He added that Huberman's father had passed  
14 away around the same time as his mother's passing. He recalled going to Cabo San Lucas for a  
15 couple of days by himself. Holden reminded Erickson on several occasions that he was not  
16 currently on the City Council. He said he took a brief break from Council from 2002 to 2004,  
17 so he did not feel there was a conflict with his association with Huberman.

18 Erickson confirmed he was now telling Erickson he had made 3 trips to Cabo San Lucas  
19 and he agreed. Erickson inquired about the auction in which he bid on Huberman's Cabo San  
20 Lucas vacation. Holden believed it was the Chamber of Commerce fundraiser about 2-3 years  
21 ago. Holden recalled that Huberman donated 2 trips per year, one for the Boys and Girls Club  
22 and one for the Chamber of Commerce. Holden then revealed he donated 2 refractive surgeries  
23 with Doctor Shapiro. He stated that once the bid reached \$3000 dollars, the auctioneer would  
24 ask the donor to donate two services. Erickson inquired about how Holden paid for the trip he  
25 received from Huberman that year. He recalled providing a check paid from his business  
26 checking account. Holden stated that he and his wife usually wrote checks from their business  
27 account for contributions.

28 Holden admitted that he socialized with Huberman. He recalled having a barbeque at

1 his residence wherein Huberman and his family were invited. He recalled when they would go  
2 out to dinner or have meals together; they would trade off in paying the bill. He offered that he  
3 will pay the bill and sometimes Huberman will pay the bill.

4 Erickson inquired if he had spoken with Huberman about the ongoing investigation.  
5 Erickson asked if he had a discussion with Huberman about their last interview (August 19,  
6 2010). Holden admitted that he discussed the interview with Huberman, and stated he inquired  
7 about the trip to Cabo San Lucas in 2002. Holden claimed he was not admonished not to talk  
8 with anyone about this investigation, although he knew he should not talk about the ongoing  
9 investigation. When he spoke with Huberman, Huberman informed Holden that Huberman had  
10 previously been interviewed by District Attorney Investigators. I inquired about the extent of  
11 their conversation. Holden stated he asked Huberman if he recalled the trip to Cabo San Lucas  
12 after they each lost a parent. According to Holden, Huberman recalled the trip and referred to  
13 the trip as a "*decompression time*". Erickson again asked if he had been in Huberman's jet.  
14 Holden stated he asked Huberman that very question. Holden stated that his wife recalled  
15 Holden purchasing tickets, but his wife was unable to recall if they purchased airline tickets or  
16 not. Holden claimed he was unsure if he flew in Huberman's jet during that trip. Erickson  
17 confirmed that he had actually been inside Huberman's jet. He answered by stating he was  
18 unable to recall if he flew down privately or commercially. Holden then reminded Erickson he  
19 had flown in Huberman's plane in the late 1990's to Sacramento. Holden offered that if he  
20 knew for sure that he flew on Huberman's plane he would tell Erickson, but he could not recall.

21 Erickson again questioned Holden regarding a conflict of interest with his relationship  
22 with Huberman. Erickson inquired about his position on the Utilities Task Force Committee  
23 and the selection process. Holden stated several times that it was the City Staff's responsibility  
24 to complete the research on the various companies bidding for a contract with the City of  
25 Oxnard. Holden suggested he and Councilman Maulhardt did not have control over the  
26 committee or the selection of BLT Enterprises, Inc. He offered that the remaining two  
27 companies were brought before the Council and the Council members voted to offer BLT  
28 Enterprises, Inc. the MRF contract in 2012. Holden insinuated he was not part of the decision



1 making process. He stated on numerous occasions that he did not feel there was a conflict of  
2 interest issue in his relationship with Huberman.

3 On August 26, 2010, Erickson met and interviewed Tom Holden at the Bureau of  
4 Investigation Headquarters in Ventura again at his request. Holden called and informed  
5 Erickson he would be accompanied by his attorney, Chuck Samonsky. Present during that  
6 interview was Deputy District Attorney Karen Wold and FBI Agent Ted Oehninger. Before  
7 they began the interview, Samonsky stated he had spoken with Holden regarding their previous  
8 interviews. He revealed that Holden was very concerned because he had not been forthright  
9 about some issues. Holden indicated to him that he was not forthright in the past because the  
10 situation could adversely affect his marriage. Samonsky offered that after Holden discussed the  
11 situation with his wife, he wanted to clarify the record. Samonsky then revealed that Holden  
12 was not being accurate with regards to the trips he had taken with Huberman.

13 Holden stated that he had not been forthright about the trip with Huberman because it  
14 involved his wife, Lisa Knapp. Holden expressed his concern that if he revealed the trips, it  
15 would have provoked adverse issues with his marriage. Holden stated that after their last  
16 interview (August 24, 2010), he spoke to his wife about his situation. He now wished to inform  
17 them about two trips he and his wife took with Huberman.

18 He admitted that he and Lisa went with Huberman to Cabo San Lucas to Huberman's  
19 residence about 3 years ago for their anniversary (May 23rd). He disclosed he went to Napa  
20 Valley with Huberman a couple of years ago, but he was unsure of the date. He then admitted  
21 to taking 3 trips with Huberman in Huberman's jet.

22 Holden recalled when he first befriended Huberman in 1999, it was at that time he made  
23 his first trip to Cabo San Lucas with Huberman and flew on Huberman's plane. Holden stated  
24 he believed that if he stayed at Huberman's house with Huberman present, he was not obligated  
25 to report the trip as a gift. At the time he asked Huberman for an invoice to cover the cost of  
26 the trip and provided them with an invoice from BLT Enterprises, Inc. Attached to the invoice  
27 was a cancelled check in the amount of \$521.28 made payable to "BLT". He explained the  
28 payment was for the airfare and lodging at Huberman's house.

1        Shortly thereafter Holden stated he left the City Council in 2002. When he returned to  
2 the City Council in 2004, he began providing optometry care for Huberman's family. Over a  
3 10 year period of time, Holden estimated that he and his wife provided approximately \$4,000 of  
4 optometry care for Huberman's family, but did not bill them. Holden estimated the cost to be  
5 approximately \$400 to \$500 a year over the 10 year period of time. Holden then referred to an  
6 instruction sheet regarding gifts from the Form 700 (dated 2008/2009). Holden told DDA  
7 Wold he printed the form from the Internet about 1-2 weeks ago. He stated that according to  
8 his paperwork, it was considered a gift when equal or greater value of consideration is not  
9 given the donor. Holden considered that to mean from 2004 to present when he took an  
10 occasional trip with Huberman, he was not obligated to report that information on Form 700  
11 because he had provided more (service) to Huberman and his family.

12        Samonsky interjected and stated that Lisa was concerned about the non-reporting. He  
13 suggested that Holden was concerned that if she discovered that the Form 700 non-reporting  
14 was an issue, she would be very upset because she valued her reputation. Samonsky offered  
15 that Holden was concerned about the situation because of the adverse reaction he might have  
16 received from Lisa, causing a strain in their marriage.

17        Holden commented that Huberman was a very generous person when it came to  
18 donations. He boasted about how Huberman donated money to the Boys and Girls Club for  
19 children who could not financially afford to play sports. Holden stated he called on Huberman  
20 as the Mayor of Oxnard for Huberman's financial support. Holden again mentioned that he had  
21 other patients that gave him wine or provided dinners for him. When Huberman offered him  
22 and his wife a trip to Cabo San Lucas, Holden felt he was providing more to Huberman, and it  
23 should not be perceived as a gift. Holden stated that Huberman flew them to Cabo San Lucas,  
24 but Holden stressed that he paid for his own expenses. Holden stated he had credit card records  
25 showing that he paid for his golf outing and for lunch. Holden claimed that when they traveled  
26 to Napa Valley, he paid for an expensive dinner for Huberman and his wife. Holden offered  
27 that his credit card receipts would show he paid for expenses other than the plane fare.

28        Holden described Huberman's residence being very nice and located on the golf course

1 in Cabo Del Sol. During his stay, he recalled golfing and paying the fees which were \$350  
2 dollars. He added how he was embarrassed to admit the cost of the green fee because of the  
3 expense. He stated he did not golf with Huberman, offering he golfed by himself or an  
4 acquaintance of Huberman's, but he was unable to recall the name of Huberman's  
5 acquaintance. Holden reiterated that per the Form 700, he was not obligated to pay for lodging  
6 as long as Huberman was present.

7 DDA Wold inquired if he had any other documents that reflected the trips to Cabo San  
8 Lucas or on Huberman's plane. Holden suggested that their passport had one passport stamp  
9 when they traveled to Cabo San Lucas for Huberman's wedding a few years ago. Holden  
10 stated that trip should not be in question because they paid for their own travel expenses during  
11 that trip. Holden stated his wife had documentation they stayed at a hotel. Holden was unsure  
12 of which account they used, but stated his wife should have that information.

13 Holden was unsure when the trip to Napa Valley occurred. He provided a time frame of  
14 sometime after their anniversary trip to Cabo San Lucas, but before Huberman's wedding. He  
15 recalled flying to Napa Valley with his wife, Huberman and his fiancé. He could not recall the  
16 name of the hotel they stayed, but described it as an older hotel on a golf course. He recalled  
17 boarding Huberman's jet from the Camarillo Airport. Holden stated he paid for his hotel room,  
18 but he was unsure if he paid for the golf fee.

19 DDA Wold inquired why Holden would lie about ever flying on Huberman's jet when  
20 asked by investigators previously. Holden responded by stating he was scared because he had  
21 never been in this type of situation. Erickson reminded him that they had spoke on two prior  
22 occasions and he did not admit he had ever flown on Huberman's jet. Holden offered that he  
23 went home and talked with Lisa. After consulting with Lisa and Chuck Samonsky, he decided  
24 to tell the truth.

25 Holden admitted to speaking with Huberman after their last meeting on August 24,  
26 2010, wherein he was admonished not to discuss the investigation with Huberman. Holden  
27 stated the last time he went to Huberman's residence was on Monday (August 23, 2010). He  
28 went to Huberman's residence to pick up a check Huberman was donating to the Puma Football

1 Club. Holden admitted he talked to Huberman pretty often, estimating about 2-3 times per day.  
2 He described Huberman as being intelligent who he would seek advice from for various  
3 reasons.

4 Holden expressed his concern over the amount of time. DDA Wold commented how  
5 Huberman seemed like a "close friend". Holden responded by stating Huberman was and  
6 advisor and friend. Holden then stated, "I would say, yes." I would say he's a friend." Holden  
7 continued by stating Huberman was someone he trusted. He did not see Huberman as being the  
8 bad man. Holden admitted he was a grown man and was aware of the regulations on his gift  
9 reporting. Holden stressed that Huberman has done a lot for the community. An issue Holden  
10 wanted to point out was regarding the deals Huberman has had with the. Holden said, "On the  
11 deals that we've had with him in the city, you know, they've been all 5-0 votes." Holden  
12 mentioned there was one exception where Huberman had received a 4-1 vote on one project.  
13 Holden continued how that individual voted against any development project. DDA Wold  
14 inquired if he was referring to Mr. Flynn and Holden agreed.

15  
16 ANDRES HERRERA

17 I have reviewed documents obtained by District Attorney's Office investigators from  
18 U.S. Immigration and Customs Enforcement (ICE) pertaining to international travel involving  
19 Councilman Andres Herrera (hereinafter referred to as "Herrera"). According to the records,  
20 Herrera re-entered the United States on December 19, 2005, having flown from Cabo San  
21 Lucas, Mexico, on a private aircraft owned by Huberman or a Huberman-owned business  
22 entity. Huberman is identified in the ICE records as having been present on the plane with  
23 Herrera. Minutes of the Oxnard City Council reveal that the next day, on December 20, 2005,  
24 Herrera and the Oxnard City Council unanimously voted to approve the multi-million dollar  
25 purchase of the Sturgis Property from a Huberman-owned business entity.

26 Records and interviews with principals at Shea Properties, a developer who has built  
27 many homes in the City of Oxnard, reveal that during calendar year 2005, they gave Herrera  
28 gifts of several meals and two rounds of golf. During calendar year 2005, Shea Properties was

1 actively engaged in business with the City of Oxnard while developing what is known as the  
2 RiverPark project within the City of Oxnard. Records and interviews with principals at E.J.  
3 DeLaRosa & Co. Inc. reveal that during calendar year 2005, they also gave Herrera gifts of  
4 several meals and two rounds of golf. On November 1, 2005, E.J. DeLaRosa & Co., Inc.  
5 entered into an agreement with the City of Oxnard to act as the City of Oxnard's bond  
6 underwriter for bond issues totaling over \$30,000,000. E.J. DeLaRosa & Co., Inc. was to earn  
7 a fee of over \$550,000 from the City on this deal.

8 I have reviewed the Form 700 filed by Herrera pertaining to calendar year 2005, which  
9 was obtained from the Oxnard City Clerk. I am aware that under the Political Reform Act,  
10 Herrera was legally obligated to disclose aggregate gifts exceeding \$50 in value received from  
11 any single source. Herrera's Form 700 discloses no gifts from any source during calendar year  
12 2005 and is signed under penalty of perjury. I believe that the records of the Sturgis purchase  
13 will reveal Huberman's motive in giving a gift of air travel to a sitting councilmember, as well  
14 as Herrera's motive in failing to disclose the gifts from donors doing millions of dollars of  
15 business with the City.

16 ICE records also reveal that Herrera re-entered the U.S. from Cabo San Lucas, Mexico  
17 on a Huberman-owned aircraft on three other occasions. Flights occurred on July 20, 1998, and  
18 February 1, 1999, when Herrera was not on the city council. Another flight occurred on  
19 November 5, 2002, when Herrera was on the council.

20 In November of 2010, DA Investigators Wayne Simmons and Lori Erickson  
21 interviewed Gene Thomas, who told them he is a pilot who has been employed full-time by  
22 Huberman for the past 10 years. Thomas confirmed having flown Herrera to Cabo San Lucas,  
23 Mexico aboard Huberman's plane in either 2005 or 2006, though he was uncertain of the dates.  
24 Thomas did not recall precisely how many times he'd flown Herrera on Huberman's plane, but  
25 felt if he had flown Herrera on other occasions it was not more than five times.

1 CONCLUSION

2 Based upon my training and experience and the above listed facts, I believe probable  
3 cause exists that First American Title Company, LandAmerica Commercial Service Company,  
4 Chicago Title Insurance Company, and Commerce Escrow Company maintains escrow and/or  
5 title files to the above listed properties to show that the City of Oxnard gifted public money and  
6 public properties to Aldersgate Investment and Ernie Mansi. Title and Escrow documents will  
7 also show the city provided generous opportunities to Huberman and his companies: Foxborough  
8 Park Inc., Elevar Seven LLC, and Breakers 12 LLC in exchange for unreported gifts Huberman  
9 gave to Holden. I seek title and escrow files for the above properties including the items  
10 described in the "property to be seized" attachment. It is anticipated that evidence obtained  
11 pursuant to this search warrant and further investigation will reveal the aforementioned crimes.

12 I obtained the following addresses for First American Title Company, Chicago Title  
13 Insurance Company, and Commerce Escrow Company from an internet search:

14 First American Title Insurance Company  
15 2815 Townsgate Road #115  
16 Westlake Village, CA 91361-3081  
(805) 449-4199

17 Chicago Title Insurance Company  
18 500 East Esplanade Drive, Suite 102  
19 Oxnard, CA 93036  
(805) 656-1300

20 Commerce Escrow Company  
21 1545 Wilshire Boulevard, #600  
22 Los Angeles, CA 90017  
(310) 284-5700

23  
24 In regards to the real estate transaction on September 28, 2005, from Calwest Industrial  
25 Properties to Foxborough Park Inc. for the property located at 3001 Sturgis Road, Oxnard, CA  
26 93030, serviced by LandAmerica Commercial Services, file number [REDACTED] I learned the  
27 following: After an internet search, I discovered the parent company of LandAmerica  
28 Commercial Services Company, LandAmerica Financial Group, filed for bankruptcy on

1 November 26, 2008. On December 22, 2008, Fidelity National Financial, Inc. acquired several  
2 subsidiaries from LandAmerica Financial Group but not LandAmerica Commercial Services. I  
3 attempted to locate the successor, if any, of LandAmerica Commercial Service Company and  
4 have been unable to do so. I called Fidelity National Financial, Inc. and obtained a list of  
5 subsidiaries (four pages in length) they acquired from LandAmerica Financial Group.  
6 LandAmerica Commercial Services is not on the list. I attempted to contact Attorney Bruce H.  
7 Matson, the bankruptcy trustee for LandAmerica Financial Group by telephone and electronic  
8 mail, but have not received a response. I searched the California Secretary of State electronic  
9 database for business information pertaining to LandAmerica Commercial Services and learned  
10 the last agent for service of process resigned on July 13, 2009. Since LandAmerica Financial  
11 Group filed for bankruptcy in 2008 and only a portion of their subsidiaries were purchased and  
12 the remaining businesses closed, I believe LandAmerica Commercial Services is also closed. I  
13 do not know where or whether the records sought may be maintained. Therefore, I request to  
14 seek the real estate transaction records from the seller, CalWest Industrial Properties who  
15 would customarily have a copy of records sought in this transaction. California Secretary of  
16 State records show the address for CalWest Industrial Properties is:

17 Calwest Industrial Properties, LLC  
18 101 California Street, 26 Floor  
19 San Francisco, CA 94111  
20 (415) 781-3300

21 On July 28, 2011 and August 3, 2011, I called the above businesses and confirmed their  
22 address. I spoke to Charity Marks at First American Title Insurance Company who stated, to  
23 her knowledge, First American Title Company maintains physical records for a period of seven  
24 years, but creates an electronic copy of the files that are stored indefinitely. I have learned from  
25 my experience of investigating fraud for approximately twelve years that title and escrow  
26 companies maintain records in a similar manner and length.

27 Based on the above information, my experience and training, a review of documents and  
28 other relevant information, an interview of witnesses, discussions with other officers and all of

1 the above facts and circumstances, it is my opinion that there is probable cause to believe that  
2 the following items set forth in attached "Property to be seized" (which is attached to this  
3 affidavit and incorporated by reference herein) are present at the above locations. Since the  
4 first transaction regarding the above properties occurred on December 13, 2004, I am  
5 requesting evidence from the earliest time period of June 1, 2004, to the present.

6 Based on the above information, my experience and training, interviews with witnesses,  
7 evidence collected, and discussions with other officers, it is my opinion that the items listed in  
8 the attachment "Property to be seized" are fruits, instrumentalities or evidence of Penal Code  
9 sections 487, Grand Theft, 424, Misappropriation of Public Funds, 118, Perjury, and  
10 Government Code section 1090, Conflict of Interest, felonies. I also believe the evidence sought  
11 will corroborate Holden's and Herrera's motives and reasons to not report gifts.

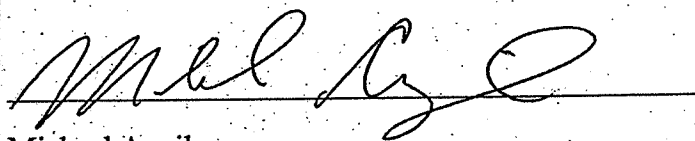
12 It is anticipated that evidence obtained pursuant to this search warrant, and further  
13 investigation will reveal the disposition of public money in the aforementioned crimes. It is  
14 anticipated that additional search warrants may be sought relating to these allegations. If the  
15 information contained in this affidavit and in related documents are disclosed to the public, this  
16 on-going investigation will be jeopardized, as the subjects of the investigation could conceal or  
17 destroy evidence. Therefore, I request this affidavit, search warrant, and search warrant return,  
18 and all other documents relating to this affidavit, be sealed by Order of this Court.

19 I further request that no officer, agent, employee of First American Title Company,  
20 CalWest Industrial Properties LLC, Chicago Title Insurance Company, and Commerce Escrow  
21 Company or their subsidiaries, or any other entity reveal the existence of this warrant, or any  
22 action or compliance taken pursuant to this warrant, to any person or entity except as reasonably  
23 necessary to comply with this warrant. In no event shall the existence of this warrant or any  
24 action of compliance taken pursuant to this warrant be revealed to the person or entity whose  
25 account is searched. If the information contained in this affidavit and in related documents is  
26 disclosed to the account holders, the on-going investigation could be jeopardized, as the subject  
27 of this investigation could conceal or destroy evidence.



1 Based on the aforementioned facts, I have reasonable cause to believe grounds for  
2 issuance of a search warrant exists as set forth in Penal Code section 1524. Therefore, I am  
3 requesting a search warrant be issued for the listed location based upon the previously mentioned  
4 facts, for the seizure of said property or any part thereof, good cause having been shown,  
5 pursuant to section 1536 of the Penal Code.

6 I declare by penalty of perjury, under the laws of the State of California, that the above  
7 declaration is true and correct to the best of my ability.

8  
9   
10

11 Michael Aguilar

8-9-11

12 Date

13 District Attorney Investigator II

14 Ventura County District Attorney's Office  
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